

**SERIAL 04167 - S FORENSIC LAB TESTING FOR DRUGS & METABOLITES – ME
(NIGP 96222)**

CONTRACT PERIOD THROUGH NOVEMBER 30, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FORENSIC LAB TESTING FOR DRUGS & METABOLITES – ME
(NIGP 96222)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 03, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
 Nadine Reyes, Medical Examiner
 Norman Wade, Medical Examiner
 Mirheta Muslic, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **FORENSIC LAB TESTING FOR DRUGS & METABOLITES – ME (NIGP 96222)**

1.0 **INTENT:**

The intent of this solicitation is to identify qualified vendors to provide forensic laboratory testing for drugs and metabolites in specimens provided to the vendor by the Maricopa County Medical Examiner's Office. This is a requirements contract, no quantities of "service" are guaranteed. No services should be provided without a valid purchase order in place.

2.0 **TECHNICAL SPECIFICATIONS:**

- 2.1 Quantitation of requested drugs and metabolites in blood, serum, tissues and other fluids found in specimens provided by the Maricopa County Medical Examiner's Office.
- 2.2 Acceptable quantitation protocol(s) shall include: *GC/MS, HPLC, GC or LC/MS only* (EIA protocol is not acceptable).
- 2.3 Transportation of provided specimen shall be included, at "no additional cost" to the County. Contractor shall provide shipping/packaging containers/material (*excepting specimen container itself*) and shall direct the method of transportation (designated shipper(s)). Transportation of specimen shall be in a manner that insures that the integrity of the specimen is not compromised. Refrigerated (Cold Pack) transportation is required for all shipments.
- 2.4 Turnaround (results of laboratory testing), **shall be completed and provided to the Maricopa County Medical Examiner's Office within no more than two (2) weeks, from the date of the shipment of the specimen.** The completed report shall be provided to the Maricopa County Medical Examiner's Office within the allowable two (2) week period, via facsimile (FAX telephone # 602-506-8005, and shall be addressed to the attention of Norman Wade.
- 2.5 The "signed" "hard copy" of the same report (see 2.3) **shall be provided to the Maricopa County Medical Examiner's Office within five (5) days of the date of the facsimile copy.**
- 2.6 Contractor's "laboratory" shall be properly certified to provide the testing specified herein. The contractor shall maintain proper certification, for the duration of the contract resultant of this solicitation. Contractor shall be "certified" by one or more of the following "certifying agencies:

- College of American Pathologists (CAP)
- New York State National Lab Certification Program (NLCP)
- American Association for Clinical Chemistry, Inc. (AACC)
- National Lab Certification Program (NLCP)
- American Board of Forensic Toxicologists (ABFT or SOFT)

- 2.7 Testing for all the most common drugs and metabolites listed below is required. Other drugs and metabolites not listed may be requested on an as required basis. Contractor shall provide testing for those drugs and metabolites not listed, at competitive rates.

-The drugs and metabolites listed below, are those, which the Maricopa County Medical Examiner's Office has determined, will typically be requested, for quantitation testing:

-The Maricopa County Medical Examiner's Office estimates that 2-5 tests for each of substance listed below, may be required, per month.

alprazolam
amitriptylline

citalopram
sertraline
gabapentin
fentanyl
bupropion
carisoprodal/meprobamate
phenytoin
6-MAM
propoxyphene/norpropoxyphene
meperidine
oxycodone
hydroxychloroquine
hydrocodone
tramadol/metabolite
valproic acid
olanzapine
imipramine/metabolite
venlafaxine

2.8 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.9 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.10 DELIVERY:

It shall be the Contractor's responsibility to meet the County's service delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make service delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a four (4) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two, one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 **INDEMNIFICATION**

To the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.5.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.5.3 **Insurance Requirements.**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said

insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.5.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s

Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.5.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.5.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.5.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Nadine Reyes, Medical Examiners Office, 602-506-0529

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled), one (1) copy (labeled as "copy") and one (1) electronic copy of pricing (Attachment A) on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

AEGIS SCIENCES CORPORATION INC, 345 HILL AVENUE, NASHVILLE, TN 37210

S073812/B0700139/NIGP 96222

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

1.0 — PRICING:

Testing (quantitation) for substances listed below:

1.1	alprazolam	\$ 50.00	/each test
1.2	amitriptylline	\$ 50.00	/each test
1.3	citalopram	\$ 50.00	/each test
1.4	sertraline	\$ 50.00	/each test
1.5	gabapentin	\$ 50.00	/each test
1.6	fentanyl	\$ 50.00	/each test
1.7	bupropion	\$125.00	50.00 /each test
1.8	carisoprodal/meprobamate	\$ 50.00	/each test
1.9	phenytoin	\$ 50.00	/each test
1.10	MAM	\$ 50.00	/each test
1.11	propoxyphene/norpropoxyphene	\$ 50.00	/each test
1.12	meperidine	\$ 50.00	/each test
1.13	oxycodone	\$ 50.00	/each test
1.14	hydroxychloroquine	\$ 50.00	/each test
1.15	hydrocodone	\$ 50.00	/each test
1.16	tramadol/metabolite	\$ 50.00	/each test
1.17	valproic acid	\$ 50.00	/each test
1.18	olanzapine	\$ 50.00	/each test
1.19	imipramine/metabolite	\$ 50.00	/each test
1.20	venlafaxine	\$ 50.00	/each test

*Bupropion analysis is currently a reference laboratory send-out test. Required equipment to bring this test in-house is budgeted for 2005.

Substance Abuse and Mental Health Services Administration (SAMHSA)

New York State Laboratory Certification Program 843025A2

CLIA # 44 D0709937

AEGIS SCIENCES CORPORATION INC, 345 HILL AVENUE, NASHVILLE, TN 37210

Terms: _____ NET 30

Vendor Number: _____ 880241758 B W000001917 X

Telephone Number: _____ 615/255 2400

Fax Number: _____ 615/255 3030

Contact Person: _____ Frank Moser

E-mail Address: _____ fmoser info@aegislabs.com

Company Web Site: _____ www.aegislabs.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending NOVEMBER 30, 2008

CANCELLATION EFFECTIVE 06/23/05

MEDTOX LABORATORIES, 402 WEST COUNTY RD C, ST PAUL, MN 55112

S073812/B0700139/NIGP 96222

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

2.0 PRICING:

Testing (quantitation) for substances listed below:

2.1	alprazolam	\$ 38.48 /each test
2.2	amitriptylline	\$ 29.21 /each test
2.3	citalopram	\$ 58.65 /each test
2.4	sertraline	\$ 50.44 /each test
2.5	gabapentin	\$ 34.99 /each test
2.6	fentanyl	\$ 55.80 /each test
2.7	bupropion	\$ 76.01—/each test
2.8	carisoprodal/meprobamate	\$ 41.91 /each test
2.9	phenytoin	\$ 21.94 /each test
2.10	6-MAM	\$ 122.78 /each test
2.11	propoxyphene/norpropoxyphene	\$ 63.26 /each test
2.12	meperidine	\$ 63.26 /each test
2.13	oxycodone	\$ 44.81 /each test
2.14	hydroxychloroquine	\$144.63 /each test
2.15	hydrocodone	\$ 44.81 /each test
2.16	tramadol/metabolite	\$ 58.58 /each test
2.17	valproic acid	\$ 21.94 /each test
2.18	olanzapine	\$ 67.84 /each test
2.19	imipramine/metabolite	\$ 29.21 /each test
2.20	venlafaxine	\$ 60.11 /each test

Medtox will discount all testing not listed above that they run in house, 25% off the list price.

CAP, NLCP (DHHS)

Our Clinical Director, Dr Karla Walker is certified by AACC

Our Laboratory Director, Dr Jennifer Collins is a member of SOFT

MEDTOX LABORATORIES, 402 WEST COUNTY RD C, ST PAUL, MN 55112

Terms: NET 30

Vendor Number: W000002814 X

Telephone Number: 651/636-7466

Fax Number: 651/628-6182

Contact Person: Keith Thompson

E-mail Address: ktompson@medtox.com

Company Web Site: www.medtox.com

Certificates of Insurance Required

Contract Period: To cover the period ending November 30, 2008

AWARD EFFECTIVITY DATE IS 04/25/05.